

complaint

Mr A complains National Westminster Bank Plc (Nat West) told him his proposed term insurance policy included accident and injury cover, but he discovered this wasn't true when he made a claim. He also says one of its advisors misled him that his claim would be upheld.

background

Mr A took out the 10 year term insurance policy in 2011 via an application form available in his local branch. Nat West says this was a non-advised sale, but Mr A claims a named branch advisor helped him apply for this policy and told him it included accident and injury cover.

Mr A said his level of English was fairly basic, and this advisor had offered him regular assistance since he'd set up a bank account in 2009.

Mr A contacted the policy provider in October 2012 to make a claim, but this was turned down. He then complained to Nat West in November 2014.

It rejected his complaint, saying the policy was sold on a non-advised basis, so no-one at the branch could have told him into it included accident and injury cover.

Mr A disagreed, and said a branch advisor helped him with the application, telling him accident and injury cover was included. He also said this advisor had assisted him in making a claim on the policy, collecting accident details, medical records etc., and that the advisor told him the insurers had agreed to pay £14,000.

He said he only complained to Nat West when this advisor left the branch, and he wanted to know what was happening with his claim.

Nat West spoke to its former advisor who disputed all these points. He said he hadn't advised Mr A to take out the policy, or given him any information about the level of cover. He also said he hadn't helped Mr A fill out a claim form or told him he was due £14,000 compensation.

An adjudicator at this service didn't feel the complaint should be upheld.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

In this case, there is no agreement about what took place when Mr A applied for this policy, including what might have been said, if anything, about the level of cover which was included. There is also no agreement about whether a branch advisor helped Mr A make a claim, or told him his claim had been successful.

In this situation I am afraid there is simply not enough persuasive evidence to justify upholding this complaint. I do not doubt Mr A's recollections but I've seen no evidence to support his allegations, all of which are denied by Nat West and its former advisor.

I don't doubt this advisor may have helped Mr A to fill in the original application form, but I can see no reason why he'd have said the policy included accident and injury cover when it didn't. If he had been qualified to offer insurance advice, he would surely have recommended a policy with this type of cover if this is what Mr A wanted.

I also cannot see why the advisor would have told Mr A his claim had been successful, and he was due £14,000 compensation, when this clearly was not the case.

my final decision

For these reasons, I do not uphold this complaint or make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 April 2016.

Tony Moss
ombudsman